

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Kathryn L. Falk,

Civil Case No.: 22-cv-565

Plaintiff,

COMPLAINT

v.

The Lincoln National Life Insurance Company,

Defendant.

The Plaintiff in the above entitled action, as and for her Complaint against the above-named Defendant, states and alleges as follows:

NATURE OF ACTION, JURISDICTION, PARTIES AND VENUE

1. The present action is a claim for disability benefits and arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* (ERISA).
2. Plaintiff, Kathryn L. Falk, is an individual who, at all times relevant, resided in the County of Baltrami, State of Minnesota. At all times relevant hereto, Plaintiff was an employee of Sanford Health - Bemidji.
3. At all times relevant hereto, through her employment, Plaintiff was a participant in the group long-term disability insurance policy 00001017659500000 (Policy and/or Plan) issued by The Lincoln National Life Insurance Company (Lincoln). Lincoln has solely handled the administration of Plaintiff's claim.
4. As this action involves an employee benefit plan governed by ERISA, this Court has jurisdiction of this matter pursuant to 29 U.S.C. § 1132(e)(1).

5. Defendant Lincoln is the insurer and is liable for any benefits under the Plan. Defendant Lincoln is a corporation which conducts and transacts insurance business within the State of Minnesota. Lincoln is not registered as a foreign corporation with the Minnesota Secretary of State's office and has no agent for service of process appointed in the State of Minnesota. The Lincoln National Life Insurance Company is licensed by the Minnesota Department of Commerce to conduct insurance business in the State of Minnesota. The current service address as listed on Lincoln's correspondence is:

The Lincoln National Life Insurance Company
8801 Indian Hills Drive
Omaha, NE 68114-4066

RECITATION OF FACTS

6. At all times relevant hereto, Plaintiff was employed by Sanford Health.
7. Through her employment, Plaintiff was a participant in group policy 00001017659500000.
8. In November of 2017, Plaintiff ceased working due to adverse health conditions. It is the opinion of her medical providers that she was and is unable to perform the material and substantial duties of her own or any occupation as defined in the Plan.
9. Lincoln agreed Plaintiff was disabled from her own occupation and long-term disability benefits were paid for the period of March 9, 2017 through March 9, 2019 and denied thereafter.
10. Plaintiff timely appealed this adverse benefit determination and during the appeal process continued to exchange information with Lincoln.

11. Via letter dated November 22, 2019, nearly six months after Plaintiff's appeal was initially filed on May 31, 2019, Lincoln advised that they were upholding their decision to deny benefits beyond March 9, 2019.

12. As Plaintiff had provided all of the records she had in her possession and exchanged information with Defendant during the appeal process, any additional appeals would have proved fruitless and she decided to pursue her right to bring a lawsuit as explained in the letter of November 22, 2019.

**CLAIM FOR RECOVERY OF BENEFITS AND ENFORCEMENT OF
PLAINTIFF'S RIGHTS UNDER ERISA**

13. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding Paragraphs.

14. Plaintiff has complied with the Summary Plan Description and the Plan and Policy itself.

15. Defendant has violated the clear and unambiguous terms of the applicable Summary Plan Description, Policy, ERISA and applicable regulations in ignoring the facts of Plaintiff's case and adverse health conditions as a whole, and in denying Plaintiff's claims for disability benefits.

16. As a proximate result of Defendant's violation of ERISA, applicable regulations and the terms of the Summary Plan Description and Policy, Plaintiff has been harmed and deprived of benefits due under the terms of the Policy.

17. Plaintiff is entitled to legal and equitable relief as a result of Defendant's violations of ERISA, applicable regulations and the terms of the Summary Plan Description and

Policy, including, but not limited to payment of disability benefits wrongfully denied under the terms of the Policy, together with appropriate interest; and, an order for all other appropriate relief including attorneys' fees and costs.

WHEREFORE, Plaintiff demands judgment against Defendant for an Order from the Court determining that Defendant's decision to deny disability benefits was in violation of the Summary Plan Description, the Policy and applicable law, and for the sum of her past long-term disability benefits as provided in the Policy, as well as future benefits so long as she remains disabled in accordance with the terms of the Policy, together with interest, penalties, attorneys' fees, costs and disbursements in this action, as well as other equitable relief and penalties pursuant to ERISA and otherwise as provided by law.

Dated this 7th day of March, 2022.

BEEDEM LAW OFFICE

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